

PENDLETON COUNTY FISCAL COURT

April 27, 2010

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Stacey Wells, Alan Whaley

MEMBERS ABSENT: Gary Veirs

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Jeff Dean, County Attorney, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting, and ask that it be amended to include Item 17A – Eagle View Taxing District. Whereupon Squire Wells made a motion to accept the agenda as amended, seconded by Squire Fogle, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented the minutes from the April 13th, 2010 meeting, whereupon Squire Whaley made a motion to approve the minutes, seconded by Squire Wells, motion carried.

In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, presented written reports for the month of March and the 3rd quarter of FY 2010 at the April 13th, 2010 meeting, whereupon Squire Wells made a motion to approve the reports as presented, seconded by Squire Fogle, motion carried.

In Re: Open Bids on Surplus Cars

The bids for the surplus vehicles were opened with the following results:

2000 – Ford Crown Vic - Zachary Oliver \$500.00
2000 – Ford Crown Vic – Pike 27 Auto Parts \$125.00
2000 – Ford Crown Vic – Pike 27 Auto Parts \$125.00
1998 – Ford Crown Vic – Pike 27 Auto Parts \$125.00
1995 – Ford Crown Vic – Pike 27 Auto Parts \$125.00

Louis McCord had placed a bid, he called on the day of the bid opening and ask that his bid be withdrawn.

Squire Wells made a motion to accept Zachary Oliver's bid on the 2000 Ford Crown Vic at \$500.00, and the reject all other bids and scrap those vehicles, motion was seconded by Squire Fogle, motion carried.

Zachary L. Oliver / 2000
656 Heys Station Rd. / Crown
Falmouth, Ky
41040 I Bid \$500
937-403-1120 Dollars on the silver
Phone #5 car at the County
Bern

Zachary L Oliver
656 B Haystack Rd.
Falmouth, KY
41040
I Bid
\$1500. Dollars
on the Silver
Car At the County
Barn


Request For Bid			
FILE NO.	95 FORD Crown Vic WHITE	DATE	04-26-10
MAKE	BODY STYLE	VIN. NO.	183 885
ADJUSTING COMPANY	ADJUSTOR	PHONE	
OWNER	PENDLETON FISCAL COURT		
LOCATION		PHONE	
AMOUNT OF BID - LESS CHARGES			
STATUS	\$125.00		
CHARGES			
BY: <i>[Signature]</i>			
"WE RESERVE THE RIGHT TO CHANGE THIS BID AFTER TEN DAYS" "CLEAR TITLE MUST FOLLOW WITHIN 10 DAYS AFTER PAYMENT IS ACCEPTED"			

AUTO PARTS AND SALES, INC.
893 OLD U.S. 57 • BUTLER, KY 41006
P.O. BOX 804 • ALEXANDRIA, KY 41001
859-525-4111 • 859-354-0504

Request For Bid			
FILE NO.	80 Crown Vic Silver	DATE	04-26-10
MAKE	BODY STYLE	VIN. NO.	
ADJUSTING COMPANY	ADJUSTOR	PHONE	
OWNER	PENDLETON CO FISCAL COURT		
LOCATION	Rural Dept	PHONE	
AMOUNT OF BID - LESS CHARGES			
STATUS	\$150.00		
CHARGES			
BY: <i>[Signature]</i>			
"WE RESERVE THE RIGHT TO CHANGE THIS BID AFTER TEN DAYS" "CLEAR TITLE MUST FOLLOW WITHIN 10 DAYS AFTER PAYMENT IS ACCEPTED"			

AUTO PARTS AND SALES, INC.
893 OLD U.S. 57 • BUTLER, KY 41006
P.O. BOX 804 • ALEXANDRIA, KY 41001
859-525-4111 • 859-354-0504

Request For Bid			
FILE NO.	98 FORD Crown Vic		DATE 04-26-10
MAKE	BODY STYLE	VIN. NO.	
ADJUSTING COMPANY	ADJUSTOR	PHONE	
OWNER	PENDLETON CO. Fiscal Court		
LOCATION	PHONE		
AMOUNT OF BID - LESS CHARGES	STATUS \$125.00		
CHARGES	BY: J. Bully		



**AUTO PARTS
AND SALES, INC.**
885 OLD U.S. 27 • BUTLER, KY 41006
P.O. BOX 304 • ALEXANDRIA, KY 41001
606-635-4111 • 606-354-0506

"WE RESERVE THE RIGHT TO CHANGE THIS BID AFTER TEN DAYS"
"CLEAR TITLE MUST FOLLOW WITHIN 10 DAYS AFTER PAYMENT IS ACCEPTED"

In Re: Open Bids on Sewer Line Installation at the Emergency Operations Center

Judge Bertram explained that he had been informed that the connection to the Sewer Line could be made on the North side of the building which would be more economical than the original plan had specified, due to this change in specifications Squire Wells made a motion to reject all bids and leave them unopened, this project will be re bid at a later date with the new specifications, motion was seconded by Squire Fogle, motion carried. County Attorney Jeff Dean marked the bids as unopened and they will be filed in the Judge's office.

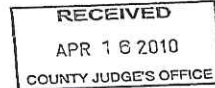
In Re: Blacktop Contract with Department of Rural and Municipal Aid

Judge Bertram presented the court with an Agreement between the Commonwealth of Kentucky Transportation Cabinet Department of Highways and Pendleton County. This agreement is for resurfacing on several county roads. Squire Whaley made a motion to accept this agreement as presented, seconded by Squire Fogle, motion carried.



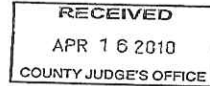
Commonwealth of Kentucky
TRANSPORTATION CABINET
Frankfort, KY 40601
www.kentucky.gov

Steven L. Beshear
Governor



Michael W. Hancock
Acting Secretary

April 9, 2010



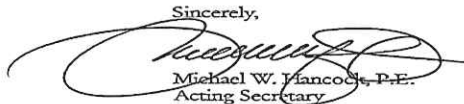
The Honorable Henry W. Bertram
Pendleton County Judge/Executive
233 Main St., Room 4
Falmouth KY 41040

Dear Judge Bertram:

The Kentucky Transportation Cabinet has prepared the enclosed agreement whereby the Cabinet will provide up to \$75,500 in reimbursable funds to Pendleton County. This funding will be used to resurface various county roads. Please see the agreement for more details. Pendleton County will be responsible for any ineligible costs and costs in excess of \$75,500.

We request that you sign both copies of this agreement and a resolution as requested in Section 20. Please return the signed copies of the agreement and the resolution to Eric Pelfrey, Kentucky Transportation Cabinet, Division of Program Management, 200 Mero Street, Frankfort, KY 40622. Upon receipt, we will execute the agreement and authorize funding for this project. One fully executed copy will be returned to the County for your use and retention.

Sincerely,


Michael W. Hancock, P.E.
Acting Secretary

MWHL:leap

Enclosures (2)

c: Steve Waddle, P.E., Acting State Highway Engineer
Rob Hans, P.E., Chief District Engineer, D-6
Mike Bezold, P.E., TEBM Planning, D-6



PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,500 - FD39 FUNDS

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
PENDLETON COUNTY**

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the "Department," and Pendleton County, 233 Main St., Room 4, Falmouth, KY 41040, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the parties hereto desire to resurface various country roads in Pendleton County, which shall hereinafter be referred to as the "Project";

WHEREAS, the County desires to be the lead agency and perform this Project to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the County shall refer to the applicable state requirements listed in the Interim Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the County has asked the Department for funding assistance for costs incurred during this Project;

WHEREAS, the Department agrees this is a worthwhile Project and is willing to reimburse the County up to \$75,500 in state funds (FD39) for the completion of this Project; and

WHEREAS, any cost in excess of the reimbursement funding (\$75,500) for this Project will be the responsibility of the County.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,500 – FD39 FUNDS

1. The Department agrees to reimburse the County up to \$75,500 for completion of work by the County, or consultants, contractors, or subcontractors hired by the County, under the obligations of this Agreement for the following Project:

To resurface the following various county roads:

- (CR 1221) Jacks Branch Road for .7 mile from Harrison County line extending westward
- (CR 1064) Lenoxburg Road for .7 mile from Highway 10 westward to Golfman Road (CR 1062)
- (CR 1064) Lenoxburg Road for .7 mile from county bridge #0960084 eastward
- (CR 1007F) Linksvew Drive for .5 mile

This Project is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. The County may choose to resurface any of the roads listed above at their own discretion, however, any ineligible costs, costs in excess of \$75,500 or any road not listed above is the responsibility of the County.

2. The Department has authorized up to \$75,500 in state contingency funding (FD39) for all eligible expenses for this Project. This funding shall be made available for reimbursement to the County for all eligible expenses to the Project. All charges to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The Department may require additional documentation at their discretion. The County shall be responsible for all eligible costs above the \$75,500 as well as any costs deemed ineligible for reimbursement from this Project. Any additional funding obligated for the completion of this Project shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the Project becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of Project expenditures may be denied, the Project may be cancelled, the timeline extended or the scope amended by the Department either in whole or in part without penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the Department nor may such denial, cancellation, extension or amendment give rise to any claim against the Department.

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,500 – FD39 FUNDS

4. The effective date of this Agreement is the date of signature by the Secretary of the Department's Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.
5. The County shall follow state specifications for each necessary phase of this Project. The County shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this Project as lead agency. The County will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the Department's District 6 Office in Covington. In addition, the County is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the County through the Department's District 6 Chief District Engineer in Covington prior to the awarding of any contract for work or materials to be used on this Project.
6. Should the Project require any design services, the County agrees to use only licensed consultants who are pre-qualified to do work for the Department. When applicable, the County must obtain any necessary permits or easements to allow for work to be accomplished on this Project and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.
7. State construction criteria for the type of work shall be followed, including but not limited to the Department's Highway Design Manual, the Department's Standard Drawings, the Department's Standard Specifications for Road and Bridge Construction, the Department's Drainage Manual, the Department's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the Institute of Transportation Engineers' (ITE) Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the Department's Standard Specifications for Road and Bridge Construction, edition 2008 as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all Department List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,500 – FD39 FUNDS

8. The County agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The County shall be responsible for all Project construction activities, which may be completed either by the County's staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the Department. The County must receive Department approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the County as a result of this Agreement.
9. The County shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the Department's specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The Department shall have access to the Project area and may conduct field reviews of the Project at any time. These field reviews are intended to verify status of the Project, performance of the contractor, adequacy of the County oversight, conformance with all laws, regulations, and policies and provide assistance to the County as may be necessary.
10. The County may submit to the Department's District 6 Office in Covington current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the Department; however, in no event is the County to submit billings for work performed for less than a thirty (30) day period.
11. The County is responsible for ensuring that all Project construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The County will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the Department's District 6 Chief District Engineer in Covington prior to final payment of the Project. When both the County and the Department accept the field work as complete, the County's project manager shall certify the Project was constructed in accordance with the plans and specifications. Upon receipt of the Department's Final Acceptance Report, the County will issue the final payment to the contractor with an official Release of Contractor form for signature.

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,500 – FD39 FUNDS

12. The County agrees to maintain the facilities in an acceptable condition and for a public purpose in perpetuity. In addition, any applicable streetscape and landscaping improvements included in the Project shall be maintained in an acceptable condition to protect the public interest and maintain the initial intent of the Project. In the event that the property is not maintained as a public facility, the County shall reimburse the Department for all proceeds provided for in this Project including any applicable interest, unless such change in use is approved in writing by the Department, if applicable.
13. The County shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said Project. In order to obtain reimbursement from the Department for constructing said Project, the County shall submit to the Department's District 6 Office in Covington documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility.
14. No member, officer, or employee of the Department or the County during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The Department and the County shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The County warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the Department or County shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment.
15. To the extent permitted by law, the County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the Project or occurring on or near the Project site.
16. The County hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(7), that the contracting agency, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,500 – FD39 FUNDS

- financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the Agreement shall be subject to public disclosure regardless of the proprietary nature of the information.
17. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the County and the Department shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.
18. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County. If the Agreement is cancelled under this provision, the Department shall reimburse the County according to the terms hereof to the date of such cancellation. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the County and the Department shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the County and the Department and be evidenced in writing.
19. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
20. The County will pass a resolution authorizing the Judge/Executive to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement.

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,500 – FD39 FUNDS

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

PENDLETON COUNTY

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET


Henry W. Bertram
Judge/Executive

Michael W. Hancock
Acting Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY


Todd Shipp
Office of Legal Services
DATE: 4/8/10

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In Re: Approve 2010-11 Mapping Contract with NKAPC

Judge Bertram presented the court with a copy of the Contract between Pendleton County Fiscal Court and Northern Kentucky Area Planning for mapping services. Squire Wells made a motion to accept the contract as presented, seconded by Squire Whaley, motion carried.

CONTRACT FOR SERVICES

This Contract is made and executed this ____ day of _____, 2010, by and between the PENDLETON COUNTY FISCAL COURT (hereinafter "County") and the NORTHERN KENTUCKY AREA PLANNING COMMISSION (hereinafter "Contractor").

1. **SERVICES:** The Contractor shall perform professional and technical services outlined in Appendix A (Services Program) to this Contract.
2. **TERMS:** The services of the Contractor shall commence on July 1, 2010 and be performed continuously until the Services Program (Appendix A) has been completed or until terminated by either party. All terms of this Contract shall remain in full force and effect unless and until either party hereto gives thirty (30) days written notice to the other party of its intent to terminate this Contract, in which event this Contract will terminate, after the said thirty (30) day period, or unless and until either party desires to change the terms of the Contract and such changes are agreed upon by a properly-executed revision per Section 8.
3. **COMPENSATION:** The amount of compensation to be paid by the County to the Contractor for the services outlined in Appendix A shall be paid in accord with the terms and conditions set forth in Appendix B (Method of Payment) to this Contract. The Contractor shall keep an accounting of all charges against this Contract which shall be accessible to the County for review.
4. **PAYMENT:** Payment of the total amount of compensation determined in accord with Section 3 shall be made in accord with the terms and conditions set forth in Appendix B.
5. **DATA TO BE FURNISHED TO CONTRACTOR:** If the services to be performed by the Contractor are dependent upon the County's furnishing data and information to the Contractor, all information, data, reports, records, maps, and other graphic materials as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the County, and the County shall cooperate with the Contractor in every way possible.
6. **PERSONNEL:** The Contractor represents that it has, or will secure, at its own expense, all personnel required to perform the services required under this Contract. Such personnel shall not be deemed employees of, or have any contractual or agency relation with the County.
7. **EXTRAORDINARY LEGAL SERVICES:** Should the Contractor incur any extraordinary legal expenses not resulting from the negligence of the Contractor, the County shall reimburse the Contractor for said expenses which shall be subject to audit by the County as to their reasonableness.
8. **TERMINATION OR SUSPENSION OF CONTRACT:** In the event of termination, as provided for in Section 2, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, or other materials prepared by the Contractor and delivered to the County under this Contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials for which the Contractor has not already invoiced the County.

9. **LIABILITY / DAMAGES:** Notwithstanding Section 8, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damage due to the County from the Contractor is determined.

Similarly, the County shall not be relieved of liability to the Contractor for damages sustained by the Contractor by virtue of any breach of contract by the County, and the Contractor may withhold any finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and/or other materials prepared by the Contractor for the purpose of setoff until such time as the exact amount of damages due the Contractor is determined.
10. **MEDIATION:** If a controversy or claim relating to this Contract arises between the parties, the parties shall attempt in good faith to settle the dispute by non-binding mediation as agreed to between them prior to instituting any further action. All mediation proceedings shall take place in Kenton County, Kentucky.
11. **WAIVERS OR REVISIONS:** To be valid, a waiver or revision of any portion of this Contract must be in writing from an authorized representative of the County and the Contractor.
12. **AUTHORITY:** The County and the Contractor warrant that they have taken all necessary steps specified by the Kentucky Revised Statutes to empower lawfully their representatives to execute this Contract and any revisions thereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their authorized officers as of the day and year written herein as the date of execution.

PENDLETON COUNTY FISCAL COURT

By: _____
Henry Bertram, Judge/Executive

WITNESS

NORTHERN KENTUCKY AREA PLANNING COMMISSION

By: Dennis A. Gordon, FAICP
Executive Director, NKAPC

WITNESS

APPENDIX A
Services Program

Task 1: Plat Review and Support

Use coordinate geometry (COCO) to convert final plats (parcels, centerline and edge of pavement) into digital format and convert to shapefile. Submit to Pendleton County PVA. Additional help with survey issues as needed.

Task#	Projected expenditures	Timeline	Hours	Cost
1	Plat Review and Support	7/01/10-6/30/11	12.5	\$500

Task 2: Technical Support

Frontline GIS software helpdesk support; second line support for GIS products in an advisory capacity. Support any other technical issues as needed.

Task#	Projected expenditures	Timeline	Hours	Cost
2	Technical Support	7/01/10-6/30/11	25	\$1000

Task 3: Addressing

Assign addresses and enter them in the GIS within the five day turnaround period. Audit the address points layer in order to repair flagged problem areas by PVA.

Task#	Projected expenditures	Timeline	Hours	Cost
3	Addressing	7/01/10-6/30/11	50	\$2,000

Task 4: New Road Centerlines

CPS new centerlines and populate the centerline with address ranges. Improve existing centerline cartography.

Task#	Projected expenditures	Timeline	Hours	Cost
4	New Road Centerlines	7/1/10-6/30/11	50	\$2,000

Task 5: Data Maintenance

Perform maintenance on existing data sets that have been developed for emergency management and daily operations.

Task#	Projected expenditures	Timeline	Hours	Cost
5	Data Maintenance	7/1/10-6/30/11	17.5	\$700

Task 6: Emergency Management

Works with the EM Director to define what the future needs are for EM in Pendleton Co. Provide map books for the Police, Fire and EMS services in Pendleton Co (to be updated with the addition of any new road). Provide support through establishing elevation monuments and Reverse 911 geocoding using MSAGs gained from Cincinnati Bell (update yearly).

Task#	Projected expenditures	Timeline	Hours	Cost
6	Emergency Management	7/1/10-6/30/11	37.5	\$1,500

Task 7: Miscellaneous

This task is to be determined by the Pendleton County Fiscal Court.

Task#	Projected expenditures	Timeline	Hours	Cost
7	Miscellaneous	7/1/10-6/30/11	52.5	\$1,100

Task 8: Data Sales and Distribution

Sell, collect, and distribute Pendleton County GIS data.

Task#	Projected expenditures	Timeline	Hours	Cost
8	Data Sales and Distribution	7/01/10-6/30/11	10	\$1,200
Total: Tasks assigned - 8		12 Months	280	\$8,000

**APPENDIX B
Method of Payment**

Upon acceptance of this contract and on July 1, 2010 or as soon as possible thereafter, County shall remit for payment to the Contractor the difference between \$10,000 and the amount held in reserves by the Contractor on June 30, 2010. The Contractor shall provide the County an invoice identifying the aforementioned amount on or as soon as possible thereafter July 1, 2010. Such payment shall be for providing the services as outlines in Appendix A. Every year thereafter the County will be billed the difference between the reserves held by the Contractor and the amount of \$10,000. Such payment shall be made at beginning of the new fiscal year unless otherwise directed. Any GIS or other data revenue generated by the Contractor shall be kept in reserves for future contracted services. Should at any time during this contract, either party resolve to discontinue the contract as described in Section 2, all unencumbered funds shall be returned to the County.

In Re: Discuss City Buy-Out Property behind Ambulance Quarters

Discussion was held regarding the city owned buy out property behind the Pendleton County Ambulance Quarters. Squire Fogle made a motion to purchase the two lots from the City for \$1.00 each and that these lots would be used for parking only, motion was seconded by Squire Whaley, motion carried.

In Re: Resolution Approving clean-up changes to County Maintained Roads

Judge Bertram presented the court with a resolution correcting and making changes to the county road maintenance system map and road listing. Squire Wells made a motion to approve this resolution as presented, seconded by Squire Fogle, motion carried.

**RESOLUTION _____
COUNTY OF PENDLETON KENTUCKY**

**A RESOLUTION OF AND BY THE PENDLETON COUNTY FISCAL COURT
CORRECTING AND MAKING CHANGES TO THE COUNTY ROAD
MAINTENANCE SYSTEM MAP AND ROAD LISTING.**

WHEREAS, the Pendleton County 911 Director, the County Road Supervisor and the Northern Kentucky Area Development District have found discrepancies and changes in road conditions between the County Road Maintenance Map and the 911 Dispatch Maps, and

WHEREAS, these discrepancies are not major changes, but have to do with misspellings, minor mileage corrections, a few road name changes and the condition of several roads, and

WHEREAS, these discrepancies need to be made for better clarification and for the safety of the citizens of Pendleton County.

NOW THEREFORE, BE IT RESOLVED, that the discrepancies, along with the changes found by the 911 Dispatch Director, the County Road Supervisor and the Northern Kentucky Area Development District are spelled out in the attached documents being labeled Addendum #1 as amended and corrected. The fiscal court further resolves, that the attached changes and correction are the latest updates to the County Road Maintenance Maps.

Done this _____ day of _____, 2010 at a regular scheduled
Pendleton County Fiscal Court meeting.

Henry W. Bertram
Pendleton County Judge/Executive

Vicky King
Pendleton County Fiscal Court Clerk

Date: _____

Addendum # 1

PENDLETON COUNTY

ROAD NAME	COUNTY ROAD NUMBER	SURFACE	LENGTH (MI)	LENGTH (FT)
911 DR	CR-1156	blacktop	0.10	506.35
ABBNEYWOOD DR	CR-1151C	blacktop	0.10	506.88
ACKMAN RD	CR-1006	blacktop	0.35	1852.22
ADAMS RD	CR-1214	blacktop	0.65	3432.00
AIRPORT RD	CR-1201	blacktop	0.99	5210.30
ALPHA LN	CR-1244	blacktop	0.23	1220.74
AMBROSE WRIGHT RD	CR-1144	blacktop	1.61	8476.51
AMMERMAN LN	CR-1227	blacktop	1.69	8938.51
ANDERSON RD	CR-1301	blacktop	0.24	1274.59
ANTROBUS RD	CR-1224	blacktop	1.17	6172.85
ASHCRAFT RD	CR-1050	blacktop	0.97	5115.26
ATHA LN	CR-1217	blacktop	0.35	1823.71
BACHELORS REST RD	CR-1114	blacktop	1.22	6465.36
BALL RD	CR-1007B	blacktop	0.15	792.00
BALLINGER RD	CR-1211	blacktop	1.35	7128.53
BARKER RD	CR-1031	blacktop	1.31	6895.68
BAYLESS RD	CR-1051	blacktop	0.54	2872.32
BENTLE LN	CR-1075	blacktop	0.15	766.13
BETHEL BYPASS	CR-1345	blacktop	0.13	689.57
BETHEL LN	CR-1333	blacktop	0.53	2789.95
BISHOP RIDGE RD	CR-1128	blacktop	2.83	14964.05
BITTERSWEET WAY	CR-1016	gravel	0.26	1390.75
BLACKBURN RD	CR-1004	blacktop	1.55	8184.53
BLANKET CREEK RD	CR-1140	blacktop	3.11	16442.45
BONAR RD	CR-1058	blacktop	0.98	5196.58
BOSS DUNAWAY RD	CR-1014	blacktop	0.58	3074.54
BRADFORD RD	CR-1007C	blacktop	0.30	1583.47
BRAMBLE DR	CR-1035	blacktop	0.08	422.40
BRANDI WAY	CR-1235	blacktop	0.07	382.80
BREWER RD	CR-1049	blacktop	0.39	2054.98
BRIDGES DR	CR-1343	blacktop	0.72	3794.74

Addendum # 1

BROWNFIELD RD	CR-1312	blacktop	0.72	3803.18
BROWNGS CORNER RD	CR-1121	blacktop	0.62	3272.02
BUCKEYE HILLS RD	CR-1079	blacktop	1.30	6862.94
BURLEW LN	CR-1007E	blacktop	0.21	1108.27
CAHILL RD	CR-1300	blacktop	1.12	5902.51
CALDWELL LN	CR-1324	gravel	1.59	8405.23
CAMPBELL LN	CR-1336	blacktop	0.97	5111.04
CARTERS CHAPEL RD	CR-1318	blacktop	1.66	8772.19
CATAWBA RD	CR-1001	blacktop	4.20	22174.94
CHAD LN	CR-1151B	blacktop	0.12	627.79
CHAD SCHAFER RD	CR-1234	blacktop	0.20	1058.11
CHAPMAN CT	CR-1151E	blacktop	0.05	264.53
CHARLES DR	CR-1007A	blacktop	0.25	1296.77
CHESTER CAMPBELL LN	CR-1335	blacktop	0.92	4852.32
CLOS RD	CR-1038	gravel	0.22	1181.14
COLONY DR	CR-1039	blacktop	0.27	1451.47
COLONY SPUR	CR-1044	blacktop	0.06	319.44
COLVIN BEND RD	CR-1126	gravel	1.89	9962.30
CONCORD-CADDO RD	CR-1055	blacktop	4.38	23107.39
CORDRAY RD	CR-1108	blacktop	0.65	3436.75
CORY LN	CR-1082	blacktop	0.44	2310.00
COUNTRY CLUB DR	CR-1007G	blacktop	0.14	718.61
COX LN	CR-1061	blacktop	0.23	1224.96
CRAIN LN	CR-1042	blacktop	0.40	2112.00
CROOKED CREEK RD	CR-1242	blacktop	3.58	18891.31
CROWLEY RD	CR-1328	blacktop	0.73	3848.06
CYNTHIANA RD	CR-1218	gravel	0.54	2866.51
DAHMS RD	CR-1202	blacktop	1.77	9360.91
DAVID PRIBBLE DR	CR-1107	gravel	0.45	2396.59
DAVIS RD	CR-1048	blacktop	1.61	8478.62
DEMOSVILLE RD	CR-1326B	blacktop	0.46	2419.82
EAST FAIRVIEW RD	CR-1207	blacktop	1.95	10282.80
EAST MAPLE ST	CR-1071E	blacktop	0.06	302.54
EAST ROGERS RD	CR-1319	blacktop	1.00	5304.29

Addendum # 1

EASTSIDE PARK DR	CR-1072D	blacktop	0.19	991.58
ED MONROE RD	CR-1069	blacktop	3.35	17669.52
ELLIOTT RD	CR-1321	blacktop	0.54	2833.78
ELM ST	CR-1071D	blacktop	0.13	665.28
FALVEY RD	CR-1329	gravel	0.50	2621.52
FARDO LN	CR-1025	blacktop	0.30	1584.00
FARMERS LN	CR-1120	blacktop	0.10	516.38
FIELDS RD	CR-1074	blacktop	0.32	1685.38
FISHER RD	CR-1036	blacktop	1.63	8602.18
FISHING CREEK RD	CR-1237	blacktop	4.71	24854.02
FLOUR CREEK RD	CR-1022	blacktop	4.23	22353.94
FOREST HILL RD	CR-1105	blacktop	0.25	1324.22
FUQUA LN	CR-1007D	blacktop	0.41	2172.72
GALLOWAY RD	CR-1111	gravel	0.59	3092.50
GARVEY RD	CR-1024	blacktop	1.20	6336.53
GENE SNYDER AIRPORT DR	CR-1243	blacktop	0.40	2133.65
GIBSON CREEK LN	CR-1045	gravel	0.33	1717.58
GILES RD	CR-1040	blacktop	0.47	2455.20
GILLISPIE RD	CR-1200	blacktop	1.09	5776.85
GLAHN LN	CR-1002	blacktop	0.15	792.00
GOLDBERG LN	CR-1157	blacktop	0.23	1238.16
GOLFMAN RD	CR-1062	gravel	0.29	1537.01
GRASSY CREEK RD	CR-1320	blacktop	0.82	4354.42
GREEN RD	CR-1230	blacktop	0.60	3156.91
GREENWOOD PORTLAND RD	CR-1339	blacktop	3.51	18546.00
GRIESS DR	CR-1326A	gravel	0.09	451.97
GRIMES RD	CR-1068	blacktop	3.37	17778.82
GUMLUCK RD	CR-1216	blacktop	6.97	36815.86
H.VEIRS RD	CR-1018	blacktop	0.55	2919.31
HAFER RD	CR-1338	blacktop	0.51	2693.86
HALE RD	CR-1020	blacktop	0.39	2081.38
HALEY RD	CR-1222	blacktop	0.77	4053.46
HALF HILL RD	CR-1080	blacktop	0.26	1389.17
HAMMER DR	CR-1132	blacktop	0.24	1264.56

Addendum # 1

HARDIN RD	CR-1245	gravel	0.06	321.55
HARDIN RD S	CR-1220	gravel	0.35	1856.98
HARLOW LN	CR-1303	blacktop	0.69	3641.62
HARRINGTON RD	CR-1219	blacktop	1.12	5907.26
HARTLAND DR	CR-1155	blacktop	0.21	1098.24
HAYES STATION RD	CR-1148	blacktop	3.47	18342.19
HERALD DR	CR-1032	blacktop	0.12	636.77
HICKORY GROVE RD	CR-1052	blacktop	2.31	12206.30
HICKORY HILL CT	CR-1084	blacktop	0.24	1241.33
HOGBACK RIDGE RD	CR-1011	blacktop	1.21	6395.14
HOGG RIDGE RD	CR-1205	blacktop	5.93	31302.48
HOLMES RD	CR-1103	blacktop	0.61	3197.57
HOLTS CREEK RD	CR-1037	gravel	2.02	10645.54
HORNBECK RD	CR-1072E	blacktop	0.40	2127.31
INDUSTRIAL RD	CR-1009	blacktop	0.33	1757.71
J H GODMAN RD	CR-1238	blacktop	1.04	5498.06
J.GOSNEY RD	CR-1010	gravel	0.20	1056.00
JACKS BRANCH RD	CR-1221	blacktop	2.30	12152.98
JACOBS RD	CR-1034	blacktop	0.65	3421.44
JAGG RD	CR-1309	blacktop	2.75	14536.90
JENKINS LN	CR-1152A	blacktop	0.58	3074.54
JOHN DENNY RD	CR-1223	blacktop	2.75	14540.59
JOHNS RD	CR-1071A	blacktop	0.79	4164.34
JONESTOWN RD	CR-1231	gravel	2.31	12171.46
KELLS RD	CR-1213	blacktop	0.28	1475.76
KELLY RD	CR-1317	blacktop	2.52	13290.29
KENNEDY RIDGE RD	CR-1101	blacktop	1.00	5280.00
KIDWELL RD	CR-1327	blacktop	1.38	7263.17
KLEE RD	CR-1102	blacktop	0.17	912.91
KNOXVILLE-GARDNERSVILLE RD	CR-1305	blacktop	4.92	25995.55
LAKEVIEW DR	CR-1057	blacktop	0.50	2663.23
LAWSON LN	CR-1330	gravel	0.31	1659.50
LEA LN	CR-1123	gravel	0.74	3897.17
LEMON NORTHCUTT RD	CR-1306	blacktop	1.10	5822.26

Addendum # 1

LENOXBURG RD	CR-1064	blacktop	6.80	35885.52
LIBERTY RIDGE RD	CR-1145	blacktop	2.65	14015.23
LINKS VIEW DR	CR-1007F	blacktop	0.55	2897.14
LITTLE PLUMMER RD	CR-1028	blacktop	0.91	4826.98
LOCK RD	CR-1072B	blacktop	0.25	1313.14
LYNN LN	CR-1152C	blacktop	0.50	2657.42
LYTLE RD	CR-1027	gravel	0.78	4111.01
MADER ST	CR-1072C	blacktop	0.57	2984.26
MANN RD	CR-1308	blacktop	0.34	1804.18
MAPLE RIDGE LN	CR-1118	blacktop	0.80	4239.84
MARK HALEY RD	CR-1119	blacktop	2.91	15372.72
MARQUETTE RD	CR-1133	blacktop	1.43	7565.71
MARQUETTE SPUR	CR-1134	blacktop	0.28	1479.98
MATHIS LN	CR-1323	gravel	1.13	5987.52
MAYS RD	CR-1029	blacktop	0.86	4550.30
MCGRAW RD	CR-1239	blacktop	2.13	11254.32
MCKINNEYSBURG RD	CR-1117	blacktop	5.37	28356.24
MCKINNEYSBURG SPUR	CR-1135	blacktop	0.16	825.26
MCNAY RD	CR-1236	gravel	2.84	14985.70
MEADOW LN	CR-1017	blacktop	0.09	494.21
MENZIE BOTTOMS RD	CR-1005	blacktop	2.56	13540.03
MERIDIAN RD	CR-1012	gravel	0.47	2467.34
MIDDLETON RD	CR-1209	gravel	0.72	3806.88
MILFORD RD	CR-1110	blacktop	10.21	53888.21
MILLER RD	CR-1109	blacktop	1.20	6357.65
MONOHON RD	CR-1015	blacktop	0.44	2345.90
MOORE RD	CR-1206	gravel	0.20	1044.91
MORFORD RD	CR-1054	blacktop	1.42	7481.23
MORGAN FOUR OAKS RD	CR-1232	blacktop	3.64	19241.38
MT CARMEL RD	CR-1212	blacktop	1.50	7920.00
MULLINS LN	CR-1322	blacktop	0.86	4554.00
MULLOY LN	CR-1046	blacktop	0.24	1270.37
NEAL RD	CR-1311	blacktop	0.21	1114.08
NEW HOPE SPUR	CR-1033	blacktop	0.80	4245.12

Addendum # 1

NEW ZION RD	CR-1067	blacktop	4.10	21672.29
NEWKIRK RD	CR-1026	blacktop	0.42	2220.24
NEWMAN RD	CR-1076	blacktop	0.71	3750.91
NORRIS RD	CR-1041	blacktop	0.88	4650.62
NORTH JOHNS RD	CR-1071J	blacktop	0.25	1342.70
NORTH RONDA AVE	CR-1151D	blacktop	0.44	2346.96
OAK HILL RD	CR-1104	blacktop	1.59	8370.91
OAK ST	CR-1071B	blacktop	0.33	1755.07
OAKLAND CHURCH RD	CR-1158	blacktop	0.11	596.11
OAKS RD	CR-1310	gravel	0.48	2523.31
OLD CYNTHIANA RD	CR-1208	blacktop	1.50	7900.46
OLD STEPSTONE RD	CR-1047	gravel	0.56	2936.74
OLD THREE L HWY	CR-1127	blacktop	3.76	19827.98
OLD US 27	CR-1019	blacktop	1.46	7695.07
OSCAR SPRADLING RD	CR-1228	gravel	0.92	4875.55
OVERLOOK CT	CR-1071K	blacktop	0.10	521.14
PALESTINE RD	CR-1112	blacktop	0.70	3696.00
PHILLIP SHARP RD	CR-1003	blacktop	1.25	6600.53
PHILLIPS RD	CR-1129	gravel	0.35	1848.00
PIN OAK TRL	CR-1085	blacktop	0.18	963.60
PLEASANT HILL RD	CR-1043	gravel	2.04	10791.79
PLEASANT VALLEY CT	CR-1071H	blacktop	0.21	1085.57
POWELL RD	CR-1113	blacktop	1.26	6641.18
QUAIL RUN RD	CR-1073	blacktop	0.70	3712.37
R TURNER RD	CR-1204	blacktop	0.48	2525.95
RAVENS CRAFT RD	CR-1341	blacktop	0.79	4172.78
RESERVOIR HILL RD	CR-1131	blacktop	0.10	528.00
RICHLAND RD	CR-1125	blacktop	1.60	8439.02
RIVER RD	CR-1331	gravel	2.97	15667.34
RLB LN	CR-1083	blacktop	0.20	1056.00
ROANOKE CHURCH RD	CR-1226	blacktop	0.87	4585.68
ROBERTSON RD	CR-1304	blacktop	0.33	1750.32
RUBER LN	CR-1315	blacktop	0.46	2429.33
RUSSELL CUMMINS RD	CR-1210	gravel	0.93	4920.96

Addendum # 1

RUSSELL FLYNN RD	CR-1307	blacktop	0.31	1611.98
RYAN RD	CR-1106	blacktop	1.05	5544.00
SANDY BRANCH RD	CR-1071F	blacktop	0.16	821.57
SCHLUETER RD	CR-1316	blacktop	0.46	2440.94
SHARP RD	CR-1066	blacktop	0.65	3432.00
SHIELDS RD	CR-1124	gravel	0.49	2599.34
SHORT IVOR RD	CR-1056	blacktop	0.19	1024.85
SLICK RIDGE RD	CR-1215	blacktop	0.69	3644.78
SMITH RD	CR-1325	blacktop	0.44	2297.33
SNAKE HILL RD	CR-1100	gravel	0.10	528.00
SOUTH RONDA AVE	CR-1151D	blacktop	0.16	845.33
SOUTHFORK DR	CR-1115	blacktop	0.30	1584.00
SOUTHSIDE CHURCH RD	CR-1151A	blacktop	0.36	1911.89
STEPHENS DR	CR-11528	blacktop	0.43	2263.54
STEPSTONE CHURCH RD	CR-1030	blacktop	0.70	3691.25
STEWART LN	CR-1150	blacktop	0.17	917.66
STRAIGHT SHOOT RD	CR-1203	blacktop	3.59	18954.14
STRAUB LN	CR-1314	blacktop	0.75	3949.44
SULLIVAN LN	CR-1342	blacktop	1.47	7778.50
SUMMERFIELD LN	CR-1071G	blacktop	0.24	1282.51
TAYLOR JONES RD	CR-1143	blacktop	1.23	6510.77
THOMAS RD	CR-1053	blacktop	0.45	2382.34
TAYLOR ST		blacktop	0.20	1101.00
TRANKLER RD	CR-1065	gravel	1.96	10336.66
TURNER RIDGE RD	CR-1241	blacktop	2.35	12411.17
VALLEY VIEW LN	CR-1013	gravel	0.40	2134.18
VATER RD	CR-1021	blacktop	1.36	7156.51
VEIRS RD	CR-1023	blacktop	0.90	4752.53
WAGNERS FERRY RD	CR-1130	blacktop	3.53	18641.04
WALLACE RD	CR-1116	blacktop	0.33	1751.38
WALNUT ST	CR-1071C	blacktop	0.18	935.62
WEST KELLY RD	CR-1233	blacktop	0.60	3168.00
WEST MAPLE ST	CR-1071E	blacktop	0.05	260.30
WHITSON RD	CR-1138	blacktop	1.25	6586.27

Addendum # 1

WILEY LN	CR-1225	blacktop	0.48	2532.82
WOLFE RD	CR-1240	blacktop	0.73	3865.49
WOODLAND LN	CR-1077	blacktop	0.51	2703.36
WOODS DR	CR-1081	blacktop	0.13	704.88
WRIGHT RD	CR-1337	blacktop	0.87	4594.66
WYATTS BEND RD	CR-1122	blacktop	1.91	10109.09
			265.33	1400967.34

In Re: Approve Mowing Contract at the Nature Preserve

Judge Bertram presented the court with a contract between Pendleton County Fiscal Court and Thomas Hardy for mowing and weed eating at the Nature Preserve. Squire Whaley made a motion to approve this contract as presented, seconded by Squired Wells, motion carried.

**CONTRACT
BETWEEN THE PENDLETON COUNTY FISCAL COURT AND
THOMAS HARDY**

A CONTRACT BETWEEN THE PENDLETON COUNTY FISCAL COURT AND THOMAS HARDY, 498 POPLAR THICKET ROAD, ALEXANDRIA, KENTUCKY 41001 TO MOW AND WEED EATING THE OPEN AREA OF THE PENDLETON COUNTY NATURE PRESERVE PROPERTY.

WHEREAS, the Pendleton County Fiscal Court owns and maintains the Nature Preserve at the corner of Hale Road and Flour Creek Road, and

WHEREAS, the purpose of the Nature Preserve is to provide recreation and an educational facility to the citizens of Pendleton County, and

WHEREAS, the Pendleton County Fiscal Court is in need of someone to provide mower and weed eating service to the cleared area of the Nature Preserve so as to allow for more comfortable use by Pendleton County Citizens, and

WHEREAS, the terms of this agreement shall be for the summer mowing season of calendar year 2010 and begin at the date of execution of this agreement, and may be terminated immediately upon written notice by either party.

NOW THEREFORE, based on the above-described need, the Pendleton County Fiscal Court agrees to enter into the following agreement with Thomas Hardy.

Thomas Hardy agrees to:

1. Mow and weed eat the cleared area of the Pendleton County Nature Preserve as needed with each mowing and weed eating being on an approximate three weeks basis not to be any sooner than a two week basis and shall be mowed and weed eaten only when needed.
2. Inform the local magistrate (Gary Veirs) of each time he intends to mow and weed eat.
3. Provide his own equipment and hold the county harmless in every way should he cause damage to his equipment or injury or damage to himself or any other party while providing mowing and weed eating service.

Pendleton County Fiscal Court Agrees to:

1. Compensate Mr. Hardy the amount of ^{125.00}~~\$100.00~~ for the first mowing and \$75.00 each mowing thereafter.

Henry W. Bertram
Pendleton County Judge/Executive

Thomas Hardy

Date: _____

Date: _____

Attest

Attest

In Re: Truck Purchase Discussion/Special Called Meeting

Judge Bertram presented the court with a bid notice and specifications for a new single axle dump truck. This was informational only no action taken.

In Re: Acknowledge NWS Designating Pendleton County as a Storm Ready County

Judge Bertram informed the court that Pendleton County has received recognition as one of only forty (40) counties in Kentucky that have been designated as a Storm Ready County. Judge Bertram stated that Emergency Manager Mike Moore has worked diligently to prepare Pendleton County for this distinction. This was informational only, no action taken.

In Re: Justice Center Maintenance Contract

Judge Bertram presented the court with a contract between Pendleton County and Don Willis, Maintenance Contractor for the new Judicial Center. There was some concern about the wording in section E which the County Attorney will change. Squire Whaley made a motion to approve the contract with the changes, seconded by Squire Fogle, motion carried.

INDEPENDENT MAINTENANCE CONTRACTOR AGREEMENT

This agreement by and between THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY, 233 Main Street, Falmouth, Kentucky 41040, "THE COUNTY", and DON WILLIS, 12543 Highway 10 North, Foster, Kentucky 41043, "MAINTENANCE CONTRACTOR", and effective as of the 1st day of April, 2010.

Whereas, THE COUNTY advertised for contract proposals from persons wishing to perform maintenance at the Pendleton County Judicial Center and seeks to contract with an independent maintenance contractor to perform such services; and

Whereas, MAINTENANCE CONTRACTOR was the successful bidder and wishes to provide said services for THE COUNTY on the terms and conditions set forth in this agreement;

Now, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(A) THE COUNTY agrees to retain MAINTENANCE CONTRACTOR as an independent contractor. MAINTENANCE CONTRACTOR agrees to act in this capacity as set forth in this agreement. The parties expressly agree that for all purposes MAINTENANCE CONTRACTOR will be acting as an independent contractor and not as an employee of THE COUNTY, including for purposes of withholding, social security, unemployment insurance, and any other federal, state, or local statute or regulation governing the relationship between an employer and its employees. MAINTENANCE CONTRACTOR, at its sole expense, shall maintain a liability insurance policy for the benefit of both parties in an amount of not less than One Million Dollars (\$1,000,000.00) and provide THE COUNTY a copy of said liability insurance policy. MAINTENANCE CONTRACTOR, at its sole expense, shall provide Workers Compensation Insurance for any and all employees that provide services under this contract if state or federal law requires coverage for said employees. Said employees of the MAINTENANCE CONTRACTOR are its employees and are not employees of THE COUNTY. Said employees of MAINTENANCE CONTRACTOR shall be properly trained and qualified before providing any services under this agreement. THE COUNTY shall be given the names, addresses, and proof of training and qualifications of any employees (other than DON WILLIS) of MAINTENANCE CONTRACTOR which will be performing work on behalf of MAINTENANCE CONTRACTOR.

(B) MAINTENANCE CONTRACTOR agrees to use his best efforts to perform general maintenance and limited cleaning at the Pendleton County Judicial Center as

directed by THE COUNTY. Such duties shall include, but are not limited to, general building and grounds maintenance and maintenance of the building's heating, cooling, plumbing and lighting systems. MAINTENANCE CONTRACTOR will be trained by the building's mechanical contractor with respect to maintenance and computer link to the heating and cooling system. In addition MAINTENANCE CONTRACTOR will perform other general maintenance as directed from time to time by THE COUNTY.

(C) MAINTENANCE CONTRACTOR's sole compensation under this agreement shall be Sixteen Thousand Six Hundred Twenty Five and 31/100 Dollars (\$16,625.31) to be paid in twelve (12) monthly installments.

(D) MAINTENANCE CONTRACTOR may have access to certain "secure" areas of the Pendleton County Judicial Center. MAINTENANCE CONTRACTOR and its employees shall execute any security documents that may be required by the Administrative Office of the Courts in order to have access to said area and will comply with any and all terms of said agreements.

(E) The parties expressly agree that MAINTENANCE CONTRACTOR does not have the authority to enter into any contract or other binding commitment on behalf of THE COUNTY without the express written authorization of THE COUNTY. Further, THE COUNTY reserves the right to refuse any contract obtained and tendered by MAINTENANCE CONTRACTOR. MAINTENANCE CONTRACTOR agrees to reveal explicitly to each prospective contractee this limitation of MAINTENANCE CONTRACTOR's authority. It is expressly agreed that MAINTENANCE CONTRACTOR shall notify the County Judge Executive if repairs are needed that cannot be performed by MAINTENANCE CONTRACTOR the MAINTENANCE CONTRACTOR shall not contract with a third party for such repairs without the written permission of the County Judge Executive. Any unapproved expenditures will be done at the sole expense of MAINTENANCE CONTRACTOR without reimbursement from THE COUNTY.

(F) MAINTENANCE CONTRACTOR releases and holds harmless THE COUNTY, its agents, and employees, from any claim for loss from any person or persons, including any third parties, arising from MAINTENANCE CONTRACTOR's performance under the terms of this agreement.

(G) Either party may terminate this agreement at any time by giving notice in writing to the other at least thirty (30) days prior to such termination.

(H) Upon termination of this agreement for any reason, MAINTENANCE CONTRACTOR shall be entitled only to accrued payments due under this Agreement prior to the effective date of the termination.

(I) MAINTENANCE CONTRACTOR agrees that this agreement cannot be assigned, transferred, or pledged in any way and shall not be subject to attachment, execution, or similar process. Any attempt to do so shall be null and void and shall relieve THE COUNTY of any and all liability under this agreement.

(J) This agreement shall be binding upon and inure to the benefit of the parties and its successors, assigns, heirs, and legal representatives of the respective parties.

(K) Any notice to be given under this agreement shall be in writing and delivered personally and sent by certified mail, return receipt requested, as follows: if to THE COUNTY: Judge/Executive, Pendleton County Fiscal Court, 233 Main Street, Falmouth, Kentucky 41040; if to MAINTENANCE CONTRACTOR: Don Willis, 12543 Highway 10 North, Foster, Kentucky 41043.

(L) This agreement contains the entire agreement and understanding of the parties and may not be amended, modified, or supplemented except in writing signed by the parties.

(M) This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

FISCAL COURT OF PENDLETON COUNTY
Henry W. Bertram
Judge Executive

MAINTENANCE CONTRACTOR
Don Willis

In Re: Present 2010-2011 County Budget for review

Judge Bertram presented the Fiscal Court with a copy of the Fiscal Year 2010-2011 County Budget for review. There will be a special called Fiscal Court meeting held at the EOC on Monday evening May 3, 2010 at 6:30 PM for the purpose of discussing the budget and suggested changes. This was informational only, no action taken.

In Re: Eagle View Drive Taxing District

The petition for formation of Subdivision Road Taxing District was presented to the County Attorney at an earlier date and he has had an opportunity to review this petition. The County Attorney rules that the petition meets the requirement of the 25% rule and he found no flaws in the petition. A public hearing will be set by the Court Clerk to be held on May 11th, 2010 during a regularly scheduled Fiscal Court meeting.

**PETITION FOR FORMATION OF
SUBDIVISION ROAD DISTRICT**

TO THE PENDLETON COUNTY FISCAL COURT

1. The following registered voters of Pendleton, County, Kentucky, hereby petition the Fiscal Court to form a Subdivision Road District which shall have the authority to impose a special ad valorem tax of (amount not to exceed .10 cents) on each \$100.00 One Hundred dollars worth of property assessed for local taxation in the district, for the following reason; In order to provide revenue for repair, maintenance and upkeep of Eagle View Drive in Pendleton County, Kentucky.
2. This Subdivision Road District is to be created and operated under KRS 179.700-735.
3. The present population of the area of the district is: approx 40 persons.
4. The density of population is as follows: approx 40 per Sq. mile.
5. The projected growth of the area is as follows: 13 more homes.
6. The assessed valuation of the property within the proposed Road District is \$680,000
7. The area to be served by the Proposed Road district is as described as follows: Being lots One (1) through twenty-three (23) known as Eagle View Drive as depicted in the Plot and Plan there ideal homes Cahill and McLafferty Surveyors H M Crabtree land surveyors did Eagle View Estates Division.
8. It is anticipated that the service in area will begin June 1, 2010

The proposed service is the improvement of Eagle View Drive to the extent that they will become passable at all times by means of common passenger automobiles, and the maintenance of said roads in that condition. The projected effect of providing this service on the social and economic growth of the area is as follows: The eventual building of 13 more homes that will increase the property taxes paid to the County, as well as possible payroll taxes if those new residents were to be employed in the County.
9. The three year projection of cost versus revenue of the proposed Road District is as follows:

3 Year projected revenue	\$2,040.00
3 Year projected disbursement	\$2,040.00

10. Services to be provided by this proposed Road District are not provided by Pendleton County nor any other governmental entity of Pendleton County, Kentucky and are not otherwise available in said County.

Attached are the Names, Signatures and Addresses of those petitioning this Honorable Fiscal Court for the creation of the aforementioned Road District.

Wade & Sheryl Coffell
115 Eagle View Dr.
1-859-242-1219

Bruce & Angie Shack
71 Eagle View Dr.
11859-654-2004

Rick Angel
257 Eagle View Dr.
1-859-750-0317

Ronnie & Diane Mains
274 Eagle View Dr.
1-859-654-3846

Steven & Delores Work
118 Eagle View Dr. (AND)
112 Eagle View Dr.
1-859-654-4213

Mary Courtney
96 Eagle View Dr.
1-859-654-1577

Bradley Hannah
170 Eagle View Dr.
1-859-652-0290

Dan & Jeanette Reynolds
50 Eagle View Dr.
(Owner of above address)
Dan Reynolds
2500 Rt. 17 North
Butler KY. 41006
1-859-393-2895

Charles & Connie Hannah
104 Eagle View Dr.
1-859-654-2551

4 SOPRAMCO CV6 LLC
6894 PITTS FORD - PLAMPRA Rd
200 CROSS KEYS Office Park, #230
FAIRPORT, NY 14450

2, 4, 7, 8, 12, 13, 14, 16, 18, 20, 21, 22



233 Main Street, Room 1
P.O. Box 112
Falmouth, KY 41040

Rita M. Spencer
Pendleton County Clerk

Phone 859-654-2143
Fax 859-654-5600

04/13/2010

I, Rita M. Spencer, do certify that I have checked the list given and the number of registered voters in the area mentioned is 11 the number of voters who voted in the last presidential Election is 4.
this the 13th day of April 2010.

Rita M. Spencer

Rita M. Spencer
Pendleton Co. Clerk



**PENDLETON COUNTY FISCAL COURT
TUESDAY APRIL 27, 2010
7:00 PM
COURT ORDER TRANSFERS**

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5001-445	Co. Judge/Exec., Office Supplies	\$ 500.00
01-5080-571	Courthouse Renewals & Repairs	\$1,000.00
01-5080-578	Courthouse Utilities	\$4,500.00
01-5091-107	Information Technology Director	\$1,900.00
01-5210-468	Recycling & Landfill Supplies	\$ 150.00
01-5405-578	Recreation Program Utilities	\$ 850.00

Road Fund

Transfer from (02-6105-447) Road Materials to the following accounts:

02-6105-578	Utilities	\$ 900.00
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Jail Fund

Transfer from (03-9200-999) Reserve for Transfers to the following accounts:

03-5101-123	Jail Personnel	\$3,000.00
03-5101-441	Machinery & Equipment	\$ 100.00

LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-348	Hazmat & Water Rescue Program	\$ 40.00
04-5135-578	EOC Utilities	\$1,800.00
04-5135-705	Data Processing Equipment	\$ 100.00

Ambulance Fund

Transfer from (09-5133-315) ALS Service to the following accounts:

09-5140-303	Ambulance Service	\$178,150.00
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Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-550	Medical Supplies	\$1,000.00
09-5170-578	Utilities	\$ 500.00
09-5140-592	Maintenance & Repairs - Vehicles	\$ 500.00

911 Fund

Transfer from (75-9200-999) Reserve for Transfers to the following accounts:

75-5145-159	Dispatchers/Radio Operators	\$7,000.00
75-9400-202	Retirement Match	\$1,400.00
75-9400-205	911 Employee Health Insurance	\$4,500.00

INTERFUND TRANSFERS

Transfer from General Fund to Jail Fund for Operations	\$30,000.00
Transfer from General Fund to Ambulance Fund for Operations	\$20,000.00
Transfer from General Fund to 911 Fund for Operations	\$10,000.00

Henry W. Bertram

Fiscal Court Clerk

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Wells, that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: MODERN LEA MODERN LEASING Voucher Date: 04/27/2010						
10-0127	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739617362	604616	COPIER LEASE JUDGES OFFICE	440.58
		Printed On Check 012486			Voucher Totals	440.58
Vendor: COATTORNEY JEFFERY DEAN Voucher Date: 04/27/2010						
10-0127	01-5005-165-	CO ATTORNEY SECRETARY		611411	CO ATTORNEY SECRETARY	2,167.29
10-0127	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		611411	CO ATTORNEY OFFICE SUPPLIES	2,756.01
		Printed On Check 012497			Voucher Totals	4,923.30
Vendor: KING VICKY KING Voucher Date: 04/27/2010						
10-0127	01-5040-589-	REGISTRATIONS & CONFERENCES		604808	CONFERENCE EXPENSE REIMBURSEMENT, LODGING, TRAV	226.48
		Printed On Check 012498			Voucher Totals	226.48
Vendor: KRISTEN KRISTEN D. BAUER Voucher Date: 04/27/2010						
10-0127	01-5047-587-	PAYROLL TAX REFUNDS		604624	OCCUPATIONAL TAX REFUND	15.80
		Printed On Check 012499			Voucher Totals	15.80
Vendor: KOLA KY OCCUPATIONAL LICENSE ASSOCIATION Voucher Date: 04/27/2010						
10-0127	01-5047-551-	TAX ADMINISTRATOR MEMBERSHIPS		604601	2010 MEMBESHIP KENTUCKY OCCUPATION LICENSE ASSO	45.00
		Printed On Check 012500			Voucher Totals	45.00
Vendor: CO CLERK PENDLETON COUNTY CLERK Voucher Date: 04/27/2010						
10-0127	01-5070-399-	PLANNING - COMPREHENSIVE		604604	CERTIFICATE OF LAND RESTRICTION, T SHIVER, M TURNE	34.00
10-0127	01-5070-399-	PLANNING - COMPREHENSIVE		611415	LAND USE RESTRICTION	17.00
		Printed On Check 012501			Voucher Totals	51.00
Vendor: NKAPC NORTHERN KY AREA PLANNING COMMISSION Voucher Date: 04/27/2010						
10-0127	01-5070-399-	PLANNING - COMPREHENSIVE	548	604509	POMEROY PLATS P&Z	110.00
10-0127	01-5070-399-	PLANNING - COMPREHENSIVE	564	604569	GEMMER PLATS	110.00
		Printed On Check 012502			Voucher Totals	220.00
Vendor: STRAUSS STRAUSS & TROY Voucher Date: 04/27/2010						
10-0127	01-5070-399-	PLANNING - COMPREHENSIVE		604510	LEGAL PROFESSIONL SERVICES	1,500.00
10-0127	01-5070-399-	PLANNING - COMPREHENSIVE		611419	P&Z LEGAL PROFESSIONAL SERVICES	1,500.00
10-0127	01-5070-399-	PLANNING - COMPREHENSIVE	6906205	604802	PROFESSIONAL SERVICES FOR P&Z	87.50
		Printed On Check 012503			Voucher Totals	3,087.50
Vendor: INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY Voucher Date: 04/27/2010						
10-0127	01-5070-578-	P & Z UTILITIES		604809	P&Z UTILITIES REIMBURSEMENT MAY	100.00
		Printed On Check 012504			Voucher Totals	100.00
Vendor: PAULDEDMAN PAUL DEDMAN Voucher Date: 04/27/2010						
10-0127	01-5086-571-	RENEWALS AND REPAIRS ANNEX BLDG.	392442	611401	REPLACE BALLAST IN SHERIFFS OFFICE	30.00
		Printed On Check 012505			Voucher Totals	30.00

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Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: COOPER COOPER WHOLESALE, INC. Voucher Date: 04/27/2010						
10-0127	01-5060-411-	COURTHOUSE CUSTODIAL SUPPLIES	5087	604631	CUSTODIAL SUPPLIES COURTHOUSE	153.29
10-0127	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	4818	604594	4 BOXES 44 GALLON GARBAGE BAGS	143.40
10-0127	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	4809	604547	8 BOXES ORANGE GARBAGE BAGS	215.10
		Printed On Check 012506			Voucher Totals	511.79
Vendor: TAYLOR TAYLOR HOME IMPROVEMENT, INC. Voucher Date: 04/27/2010						
10-0127	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		611413	REPAIR TO COURTHOUSE ROOF	625.00
		Printed On Check 012507			Voucher Totals	625.00
Vendor: PCHS-GRAD PCHS PROJECT GRAD Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		611408	LITTER ABATEMENT CLEANUP 8 MILES	600.00
		Printed On Check 012508			Voucher Totals	600.00
Vendor: BOY TR109 BOY SCOUT TROOP 109 Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		611410	LITTER ABATEMENT CLEANUP 8 MILES	600.00
		Printed On Check 012509			Voucher Totals	600.00
Vendor: PCHS-VOLLE PCHS - GIRLS VOLLEYBALL Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		611404	LITTER ABATEMENT CLEANUP .5 MILE	50.00
		Printed On Check 012510			Voucher Totals	50.00
Vendor: FALMOUTHCH FALMOUTH CHRISTIAN CHURCH Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		611414	LITTER ABATEMENT CLEANUP 7 MILES	700.00
		Printed On Check 012511			Voucher Totals	700.00
Vendor: FALCHURCHO FALMOUTH CHURCH OF GOD Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		604611	LITTER ABATEMENT CLEANUP 11.5 MILES	1,150.00
		Printed On Check 012512			Voucher Totals	1,150.00
Vendor: KNOXVILLE KNOXVILLE CHRISTIAN CHURCH Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		604613	LITTER ABATEMENT CLEANUP 5 MILES	500.00
		Printed On Check 012513			Voucher Totals	500.00
Vendor: KARENDAVIS KAREN DAVIS HOME MAKERS Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		604612	LITTER ABATEMENT CLEANUP 6 MILES	600.00
		Printed On Check 012514			Voucher Totals	600.00
Vendor: BOWENHEIRS BOWEN HEIRS RELAY FOR LIFE Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		604599	LITTER ABATEMENT CLEANUP 5 MILES	500.00
		Printed On Check 012515			Voucher Totals	500.00
Vendor: PCHSGIRLSG PCHS GIRLS GOLF Voucher Date: 04/27/2010						
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		604600	LITTER ABATEMENT CLEANUP 5 MILES	500.00
		Printed On Check 012516			Voucher Totals	500.00

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Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5171	Vendor	ELEMHONOR	NATIONAL ELEMENTARY HONOR SOCIETY	Voucher Date	04/27/2010
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES	604635	LITTER ABATEMENT CLEANUP 7 MILES		700.00
		Printed On Check 012517			Voucher Totals	700.00
Voucher No.	10-5172	Vendor	LITERACY	PENDLETON COUNTY HIGH SCHOOL	Voucher Date	04/27/2010
10-0127	01-5340-348-	OTHER SOCIAL SERVICES (LITERACY)	604634	ADULT EDUCATIN FY 2009-10		700.00
		Printed On Check 012518			Voucher Totals	700.00
Voucher No.	10-5173	Vendor	RECREATION	COMMUNITY RECREATION COMMISSION	Voucher Date	04/27/2010
10-0127	01-5405-107-	RECREATION - SUPER / DIRECTOR	604642	APRIL 1/2 SALARY RECREATION DIRECTOR		1,803.82
		Printed On Check 012519			Voucher Totals	1,803.82
Voucher No.	10-5174	Vendor	SEAN MADER	SEAN MADER	Voucher Date	04/27/2010
10-0127	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION	611417	29 HRS LABOR, TRAIL CONSTRUCTION		290.00
		Printed On Check 012520			Voucher Totals	290.00
Voucher No.	10-5175	Vendor	AIRPORT	FALMOUTH PEND. CO. AIRPORT BOARD	Voucher Date	04/27/2010
10-0127	01-6201-507-	AIRPORT OPERATIONS	604632	FY 2009-10 ANNUAL CONTRIBUTION		6,000.00
		Printed On Check 012521			Voucher Totals	6,000.00
Voucher No.	10-5176	Vendor	BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA	Voucher Date	04/27/2010
10-0127	01-7700-606-	INTEREST ON LEASE - COLT	157	604614	WATER DISTRICT LEASE PAYMENT #157 INTEREST	281.64
		Printed On Check 012522			Voucher Totals	281.64
Voucher No.	10-5177	Vendor	FAL OUTLOO	THE FALMOUTH OUTLOOK	Voucher Date	04/27/2010
10-0127	01-9100-539-	LEGAL NOTICES	603	611402	SHERIFFS YEAR TO DATE ADS, EXPENSE REPORT	147.75
		Printed On Check 012523			Voucher Totals	147.75
Voucher No.	10-5208	Vendor	PCHSBOYSSO	PCHS BOYS SOCCER	Voucher Date	04/27/2010
10-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES	604625	LITTER ABATEMENT CLEANUP 6 MILES		600.00
		Printed On Check 012524			Voucher Totals	600.00
29 Vouchers Printed Totalling						25,999.46

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Pendleton County Fiscal Court
Voucher Claims Register

Road Fund

From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5178	Vendor	HILLTOP	HILLTOP STONE LLC	Voucher Date	04/27/2010
10-0227	02-6105-409-	CRUSHED STONE & GRAVEL	859855	632331	LIMESTONE FOR HOLTS CREEK 17.80 TN	180.20
10-0227	02-6105-409-	CRUSHED STONE & GRAVEL	859855	532336	20.83 TON LIMESTONE HOLTS CREEK	187.47
10-0227	02-6105-409-	CRUSHED STONE & GRAVEL	859804	605302	LIMST 8.83 TON HOLTS CK, DITCH LINING BOS DUN 9.89	209.62
10-0227	02-6105-409-	CRUSHED STONE & GRAVEL	859804	605301	DITCH LINING FOR BOSS DUNAWAY 27.19 TON	333.08
10-0227	02-6105-409-	CRUSHED STONE & GRAVEL	859804	532345	HOLTZ CREEK LIMESTONE 15.81 TON	142.29
		Printed On Check 008183			Voucher Totals	1,032.66
Voucher No.	10-5179	Vendor	OFFICEDEPO	OFFICE DEPOT	Voucher Date	04/27/2010
10-0227	02-6105-447-	ROAD MATERIALS	616259160001	604805	4 AIR FILTERS ROAD DEPT	233.92
		Printed On Check 008184			Voucher Totals	233.92
Voucher No.	10-5180	Vendor	TRUCK & TR	TRUCK AND TRAILER SUPPLY	Voucher Date	04/27/2010
10-0227	02-6105-447-	ROAD MATERIALS	KK148722	605303	REAR PINTLE HITCH	172.28
10-0227	02-6105-447-	ROAD MATERIALS	KK148538	532343	PLUG & SOCKET	16.58
		Printed On Check 008185			Voucher Totals	188.86
Voucher No.	10-5181	Vendor	LIMESTONEF	LIMESTONE FARM LAWN WORKSITE	Voucher Date	04/27/2010
10-0227	02-6105-447-	ROAD MATERIALS	01 1007190	532335	2 FUEL FILTERS	27.00
		Printed On Check 006166			Voucher Totals	27.00
Voucher No.	10-5182	Vendor	ZEE	ZEE MEDICAL, INC. - #149	Voucher Date	04/27/2010
10-0227	02-6105-447-	ROAD MATERIALS	532342	532342	FIRST AID SUPPLIES	123.20
10-0227	02-6105-447-	ROAD MATERIALS	D1989301	604598	FIRST AID SUPPLIES	108.13
		Printed On Check 006167			Voucher Totals	231.33
Voucher No.	10-5183	Vendor	EATON ASPH	EATON ASPHALT	Voucher Date	04/27/2010
10-0227	02-6105-409-	ASPHALT	543081 RJ	532339	COLD MIX 21.17 TON	2,222.85
		Printed On Check 008186			Voucher Totals	2,222.85
Voucher No.	10-5184	Vendor	ENGLISHFO	RON ENGLISH / ENGLISH FOUNDATIONS	Voucher Date	04/27/2010
10-0227	02-6105-447-	ROAD MATERIALS	762063	611403	WORK ON HOLTZ CREEK ROAD	4,700.00
		Printed On Check 008189			Voucher Totals	4,700.00
Voucher No.	10-5185	Vendor	JEROME KIN	JEROME KING	Voucher Date	04/27/2010
10-0227	02-6105-447-	ROAD MATERIALS		604623	RETURN MAC TRK TO AUCTION EXPENSES FOOD, TOLL, GA/	58.31
		Printed On Check 008170			Voucher Totals	58.31
Voucher No.	10-5188	Vendor	TIM ANTROB	TIM ANTROBUS	Voucher Date	04/27/2010
10-0227	02-6105-447-	ROAD MATERIALS		611406	REIMBURSEMENT FOR TOLL FEES AND MEALS	50.15
		Printed On Check 008171			Voucher Totals	50.15
Voucher No.	10-5187	Vendor	BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA	Voucher Date	04/27/2010
10-0227	02-7700-606-	INTEREST ON TRUCK LEASE	23	604610	LEASE PAYMENT #23 DUMP TRUCK-INTEREST	344.59
		Printed On Check 008172			Voucher Totals	344.59
10 Vouchers Printed Totalling						9,089.67

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Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund
From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: GALLS, AN ARAMARK COMPANY						
Voucher No. 10-5188					Voucher Date 04/27/2010	
10-0327	03-5101-441-	MACHINERY AND EQUIPMENT	510559967	532282	HANDCUFFS, 3 SETS OF LEG IRONS	100.96
		Printed On Check 005072			Voucher Totals	100.96
Vendor: MOBILEMED! MOBILE MEDICAL RESOURCES, INC.						
Voucher No. 10-5189					Voucher Date 04/27/2010	
10-0327	03-5101-548-	ROUTINE MEDICAL	4407	532283	CHEST X-RAY INMATE S. COLE	90.00
		Printed On Check 005073			Voucher Totals	90.00
2 Vouchers Printed Totalling						190.96

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Pendleton County Fiscal Court
Voucher Claims Register

L.G.E.A. Fund
From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: SEARCH, PENDLETON COUNTY SEARCH & RESCUE INC.						
Voucher No. 10-5100					Voucher Date 04/27/2010	
10-0427	04-5135-348-	HAZMAT & WATER RESCUE PROGRAM		604618	COMMERCIAL PACKAGE & AUTO INSURANCE	3,038.95
		Printed On Check 001370			Voucher Totals	3,038.95
Vendor: NKRHWMD, NORTHERN KENTUCKY REGIONAL HAZMAT/WMD RE						
Voucher No. 10-5181					Voucher Date 04/27/2010	
10-0427	04-5135-648-	REGIONAL HAZMAT WMD		804845	FY 2009-10 PER CAPITA CONTRIBUTION	1,461.10
		Printed On Check 001371			Voucher Totals	1,461.10
Vendor: ELSENER, ELSENER ELECTRONICS						
Voucher No. 10-5192					Voucher Date 04/27/2010	
10-0427	04-5135-680-	COMPUTER MAINTENANCE	25008	448510	RAM TO UPGRADE AND EXTEND LIFE OF COMPUTERS	391.80
10-0427	04-5135-705-	DATA PROCESSING EQUIPMENT	25009	448511	2 UNINTERRUPTABLE POWER SUPPLY	298.00
		Printed On Check 001372			Voucher Totals	687.50
3 Vouchers Printed Totalling						5,187.55

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Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5193	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC		
10-0927	09-5140-303-	AMBULANCE SERVICE		604644	AMBULANCE SERVICE CONTRACT MAY	71,296.11
		Printed On Check 001471			Voucher Totals	71,296.11
Voucher No.	10-5194	Vendor	TRISTILAUND	TRI-STATE HEALTH CARE LAUNDRY		
10-0927	09-5140-330-	LAUNDRY SERVICE	041510-711	610865	LAUNDRY	42.50
		Printed On Check 001472			Voucher Totals	42.50
Voucher No.	10-5195	Vendor	HOMESITE	HOMESITE		
10-0927	09-5140-364-	AMBULANCE QUARTERS RENT		604643	AMBULANCE APARTMENT RENT MAY	450.00
		Printed On Check 001473			Voucher Totals	450.00
Voucher No.	10-5196	Vendor	COOPER	COOPER WHOLESAL, INC.		
10-0927	09-5140-411-	CUSTODIAL SUPPLIES	4717	610863	TOILET PAPER PAPER TOWELS AMBULANCE QRTS	71.84
		Printed On Check 001474			Voucher Totals	71.84
Voucher No.	10-5197	Vendor	OFFICEDEPO	OFFICE DEPOT		
10-0927	09-5140-445-	OFFICE SUPPLIES	515472856001	610858	AMBULANCE OFFICE SUPPLIES	45.75
		Printed On Check 001475			Voucher Totals	45.75
Voucher No.	10-5198	Vendor	MOORE	MOORE MEDICAL CORP.		
10-0927	09-5140-650-	MEDICAL SUPPLIES	81259039 EI	832350	ALS SUPPLIES	463.49
		Printed On Check 001476			Voucher Totals	463.49
Voucher No.	10-5199	Vendor	POST OFFIC	U S POST OFFICE		
10-0927	09-5140-563-	POSTAGE COSTS		610861	2 ROLLS STAMPS	88.00
		Printed On Check 001477			Voucher Totals	88.00
Voucher No.	10-5200	Vendor	HUMANAFINA	HUMANA FINANCIAL RECOVERY		
10-0927	09-5140-567-	REFUNDS		604589	REFUND ON ACCT # PD004612-900719 CHRISTOPHER SEARS	465.38
		Printed On Check 001478			Voucher Totals	465.38
Voucher No.	10-5201	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		
10-0927	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	19627	610854	REPLACE RT INNER REAR TIRE	275.00
		Printed On Check 001479			Voucher Totals	275.00
Voucher No.	10-5202	Vendor	CHUCKS	CHUCKS AUTO BODY, INC.		
10-0927	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	1642	610859	REPAIRS TO 2902	115.53
		Printed On Check 001480			Voucher Totals	115.53
10 Vouchers Printed Totalling						73,313.60

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Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 04/27/2010 To: 04/27/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5203	Vendor	MODERN LEA	MODERN LEASING		
10-7527	75-5145-396-	MISCELLANEOUS CONTRACTUAL SERVICE	6739617361	604617	COPIER LEASE DISPATCH	270.10
		Printed On Check 002012			Voucher Totals	270.10
Voucher No.	10-5204	Vendor	JAMESJONES	JAMES JONES		
10-7527	75-5145-589-	911 STAFF TRAINING		604597	REIMB TRAINING MILEAGE 90 MILES @ .43	38.70
		Printed On Check 002013			Voucher Totals	38.70
Voucher No.	10-5205	Vendor	ANGELAWRIG	ANGELA WRIGHT		
10-7527	75-5145-589-	911 STAFF TRAINING		604598	REIMBURSEMENT FOR MEALS DURING TRAINING	93.95
		Printed On Check 002014			Voucher Totals	93.95
3 Vouchers Printed Totalling						402.75

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In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned, to meet again in regular session on May 11th, 2010, subject to any called meetings, motion carried.

Henry W. Bertram

Pendleton County Fiscal Court Clerk